

From: Andrew Gately [agately@Gately-Goldman.com]
Sent: Tuesday, March 15, 2005 12:25 PM
To: ebrennan@johnsonaceto.com
Cc: Denise Chicoine
Subject: American Tower Corp. v. JLB et al. - Motion To Continue Mediation

Erin:

This will confirm our telephone conference today wherein you requested that my client, Prime Communications, LLC (~~Prime~~ consent to a continuance of the mediation in this matter currently set for Monday, March 21, 2005. As I informed you, Chris Brock, owner of Prime, which as you know is a very small company, has already paid \$1186 for a non-refundable trip to Boston in order to attend the mediation. Although I understand that the reason for the request for a continuance is that Mr. Aceto apparently has a trial scheduled for March 21, we were all informed of the mediation by email from the U.S. District Court fifteen days ago (February 28, 2005). You have waited until just four business days prior to the mediation to inform us of this potential conflict.

As I explained to you, Mr. Brock purchased a non-refundable vacation package to Boston in order to coincide with the mediation. Because Mr. Brock's girlfriend has a very limited vacation window at her place of employment and this mediation (as scheduled by the Court) fell during that window, Mr. Brock and his girlfriend scheduled their vacation to take place in Boston, even though they would have otherwise gone elsewhere were it not for the mediation. In other words, Mr. Brock made significant changes to his travel plans based upon the scheduling of the mediation. Moreover, in order to get a reduced price, Mr. Brock needed to purchase the trip package fourteen days in advance of travel. Had you informed us right away of this potential conflict, Mr. Brock would have been in a position to readily consent to a requested continuance and proceed with his vacation to another (warmer) destination as originally planned. However, since you have waited until the last minute to request the continuance, Mr. Brock is faced with having to proceed with his Boston vacation plans next week (since his package is nonrefundable) and then return to Boston at a later date and incur additional travel expenses (as well as additional time away from his business) in order to attend the mediation. For this reason, Prime has authorized me to consent to the continuance to May 9, 2005, as you have requested, on the condition that American Tower Corp. agree to pay for Mr. Brock's return trip to Boston to attend the postponed mediation. Depending upon how much advance notice he is able to give in purchasing a new ticket and reserving a hotel, Prime estimates that the cost for the return trip to Boston would be as much as \$600.

You have indicated that American Tower Corp. would not consent to pay for Mr. Brock's travel expenses for his return trip and that you intend to file a motion with the Court seeking the

continuance. I hereby request that you attach a copy of this email to your motion so that the Court has an understanding of the reasons behind our conditional assent to that motion. To the extent the Court grants the continuance, we would request that the Court order American Tower Corp. to pay for Mr. Brock's return trip, up to an amount of \$600.00. Thank you for your cooperation.

Very truly yours,

Andrew C. Gately, Esq.

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